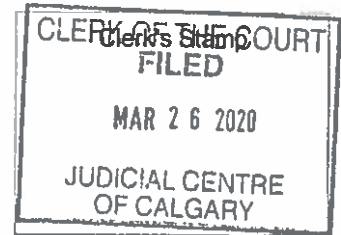


COURT FILE NUMBER 2001-04707
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF MAURIZIO TERRIGNO
DEFENDANT ANDREW MYERS, JOE VISINTAINER, ^ DAVE INMAN, NEXT GEN LED INC. and SCOTT SCHNIEDER
DOCUMENT AMENDED STATEMENT OF CLAIM



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

GUARDIAN LAW GROUP LLP
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Calgary Alberta T2G 1C9
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Attn: Jonathan Denis QC

AMENDED this 26 day of
Rule 3.62 Pursuant to
dated the 26 day of March 2020

NOTICE TO DEFENDANT

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Plaintiff is an individual normally residing in Calgary, Alberta.
2. The Defendant, Andrew Meyers, is an individual who to the best of the knowledge of the Plaintiff normally resides at or near Flagstaff, Arizona, in the United States of America and is the controlling mind of a business operating by a partnership under the name Progrowtech that is no longer a going concern. Progrowtech solicited business on the world wide web at www.progrowtech.com and conducted business through a store front at 2201 N. Gemini Rd., Ste. 124A Flagstaff, Arizona, USA. Progrowtech is a trade name belonging to Andrew Meyers and is not a separate legal entity.

3. Joe Visintainer is an individual who to the best of the knowledge of the Plaintiff normally resides in Flagstaff, Arizona, in the United States of America and is the partner of Andrew Meyers and co-founder of Progrowtech.
4. Dave Inman is an individual who to the best of the knowledge of the Plaintiff normally resides in Arizona, in the United States of America and is the partner Andrew Meyers and co-founder of Progrowtech.
5. Scott Schnieder is an individual who to the best of the knowledge of the Plaintiff normally resides in Arizona, in the United States of America. He the director of the corporate Defendant.
6. The corporate Defendant, as far as is known to the Plaintiff is registered and domicile in Delaware, but operates in Arizona, in the United States of America and is purported to operate under the trade name Progrowtech.
7. The Plaintiff became aware of the Defendant's business through on-line solicitation and word of mouth from Calgary, Alberta. As a result of the on-line presence and business efforts of Progrowtech that enticed the Plaintiff from Calgary, Alberta to contact Andrew Meyers with an interest to purchase lighting products for use in Calgary, Alberta.
8. As a result of discussions between the Plaintiff and Andrew Meyers, the Plaintiff agreed to provide a deposit of roughly \$ 13,990.00 USD (approximately \$18,942.00 CAD) toward lighting used for indoor plant cultivation in Calgary, Alberta, Canada.
9. On or about September 21, 2019, the Plaintiff made the deposit payment on the express understanding and representations of Andrew Meyers that the deposit funds would be held as a deposit, in trust, and returned, without set-off or penalty, if the future purchase of the lighting did not occur. Andrew Meyers, as partner and agent of the other Defendants in the business of Progrowtech, agreed to the foregoing and the Plaintiff made payment expressly based on the foregoing. The Plaintiff would not have made payment otherwise. The agreement was effected in Calgary, Alberta.
10. In about November 2019, the Plaintiff advised the Defendants that he would not move forward with the purchase of the aforesaid lighting. In or around February 2020, the Plaintiff made a formal request of the Defendants to return his deposit and Andrew Meyers advised the Plaintiff that the full deposit would be returned.
11. As no payment was made, in March 2020 further formal demands were made for the return of the aforesaid deposit including from the Plaintiff's legal counsel with further promises by the Andrew Meyers that payment would be made. However, no payment has been made and at the time of filing this claim Andrew Meyers claims to be impecunious. Any and all communications by the Plaintiff prior to the deposit being paid occurred from Calgary, Alberta.
12. The Plaintiff received no value from the payment of the deposit funds and the Andrew Meyers solicited the deposit funds when he knew or ought to have known that his business was financially distressed.

13. The Plaintiff claims that the deposit funds were unlawfully taken by Andrew Meyers, and his partners, and used within their failed business when the deposit funds were to be guaranteed and not used towards the operations of a financially distressed business of which the Plaintiff had no knowledge. At all times, the Plaintiff was made to understand by Andrew Meyers that his deposit was safe and that his business of Progrowtech was financially sound. In the result the Plaintiff claims a fraudulent intent and action on the part of Andrew Myers, and the individual Defendants, to unlawfully convert the funds of the Plaintiff and deprive the Plaintiff of any value therefrom, and thus asserting personal liability on the part of each of the individual Defendants.
14. As a result of the foregoing, the Plaintiff claims that Calgary, Alberta is the rightful jurisdiction to hear this matter. Furthermore, that Andrew Meyers, and the other Defendants as partners, and controlling minds of the corporate Defendant, have breached their obligations under the deposit agreement by which the deposit was made and their obligations as a trustee of the deposit funds.
15. In the alternative, the Plaintiff pleads intentional, negligent, or fraudulent misrepresentations in that Andrew Meyers, and the other individual Defendants as partners, as the controlling minds of the corporate Defendant, who each knew, and accepted, the representations and actions of Andrew Myers in unlawfully converting the deposit funds of the Plaintiff, failed to adhere to an objective standard of care regardless of the actual subjective intention in making the representations regarding the nature and protection of the deposit funds. Andrew Meyers, and the other individual Defendants as partners, breached their duty of care owed to the Plaintiff and the damage caused falls within recognizable limits of remoteness and causation.
16. Alternatively, individual Defendants conspired to convert the deposit funds of the Plaintiff because they knew that their business was an utter failure, operating illegally and required funds in hopes of piecing together whatever was remaining of the business by the time the deposit was paid. The Plaintiff had no knowledge of the Defendants illegal business operation and understood at all times from Andrew Myers that it was operating within the law.
17. The Plaintiff claims that the corporate Defendant was registered for an illegal purpose and operated in an unlawful manner contrary to the law of the United States of America regarding the international promotion and sale of Cannabis related production products. Specifically, the individual Defendants solicit, promote and sell lighting specifically for the recreational cannabis cultivation market.
18. Although no longer a going concern, Progrowtech still remains on-line soliciting and promoting lighting products specifically for the recreational cannabis cultivation market and cheating unassuming innocent parties such as the Plaintiff by taking deposits for products they know that they are unable to provide.
19. The Plaintiff claims that as a result of the matters hereinabove set out the veil of the corporate Defendant ought to be lifted to hold accountable its principles and directing minds, the individuals Defendants, jointly and severally.
20. The Plaintiff claims the full return of his deposit funds.

21. The Plaintiff claims that the Defendants are each liable for the full amount of the deposit as a result of their partnership in the failed business operations of Progrowtech.
22. The Plaintiff claims costs and expenses incurred in connection with these proceedings reimbursed on a full indemnity basis.
23. The Plaintiff further seeks a form of judgment that allows for a reciprocal judgment such that any judgment awarded in this Court shall have the effect to be brought before the courts in Arizona, for filing and collection execution against the Defendant. In the result, the Plaintiff pleads the *Reciprocal Enforcement of Judgments Act*, RSA 2000, c R-6 and such further and other acts as may apply to such an initiative.
24. The Plaintiff proposes that the trial of this action take place in Calgary, Alberta.
25. In the opinion of the Plaintiff, the trial of this action will not take more than 25 days.

REMEDY SOUGHT AGAINST THE DEFENDANT AS FOLLOWS:

26. A declaration that this action properly attorns to the jurisdiction of the Courts in Calgary, Alberta.
27. Judgment against the Defendants, jointly and severally, in debt and fraud in the full amount of the deposit in the amount of \$ 13,990.00 USD (\$18,942.00 CAD) or such other amounts as may be proven at the trial of this action.
28. An order that the judgment of this Court shall be in such form and substance as to allow the Plaintiff to file and pursue collection against the Defendants in Arizona, in the United States of America.
29. Pre and post judgment interest on the amounts awarded in accordance with the *Judgment Interest Act*, RSA 2000, c.J-1.
30. Costs on a solicitor and his/her own client basis or such other basis as this Honorable Court deems fit to grant.
31. Such further and other relief as this Honorable Court deems fit to grant.

NOTICE TO THE DEFENDANTS

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.

